

## The complaint

Ms H complained that Santander UK Plc gave her £800 cash instead of £1,000 when she made a withdrawal at a branch.

## What happened

On 30 September 2020, Ms H went to a Santander branch to withdraw £1,000 in cash, as she was about to get a new boiler. There's a conflict of evidence about what happened:

- Ms H, in her later complaint to Santander, she said *"I do not remember the cashier counting out the notes due to me."* Her son subsequently acted as her representative in the complaint to this service, and he said *"My mother said the cashier did count money out in front of her but she never really paid any attention as to what was counted out of what the denominations were."*
- Santander said that its cashier counted out the notes by hand to Ms H, and then put them in an envelope for Ms H. Santander's notes say that the money handed out was 50 x £20 notes.

Ms H left the branch with the sealed envelope. Ms H, who lives alone, had a lift straight home from the branch, from a relative. She put the money in a safe place without opening the envelope. The only visitors she had during this period were her son, and young grandchildren who couldn't reach the place where Ms H had put the envelope.

On 4 October, Ms H had the new boiler fitted, and she opened the sealed envelope to pay the workman. She said there was still a rubber band around the money, but only £800 in cash, not £1,000. Ms H's son took her to the branch, where she withdrew another £200. She complained.

Santander didn't uphold Ms H's complaint. In its final response letter on 6 October, it said that it had checked that the branch and cashier had balanced on 30 September, and also the CCTV evidence.

Ms H wasn't satisfied and, represented by her son, complained to this service.

Our investigator asked both sides for more information.

He asked Santander for a copy of the CCTV it had mentioned, and Santander said this wasn't available as it had been deleted after 24 days. He also asked for more information about the cashing up and balancing. Santander said two members of branch staff had previously checked the CCTV. It said the cashier who had served Ms H wasn't required to cash up every day because of her experience and length of service, but the branch as a whole had balanced that day.

The investigator asked Ms H's son for a copy of the boiler invoice. This showed a boiler installation on 4 October, costing £1,475, and Ms H's son said he contributed the £475 towards the bill. He sent evidence showing he'd withdrawn a total of £550 on 2 and 3 October.

After receiving the information from both sides, the investigator upheld Ms H's complaint. He said this case was finely balanced, as both sides had provided information and evidence to support their point of view. He said it was possible the full amount had been paid out but that £200 of it had gone missing between 30 September and 4 October. But there wasn't much opportunity for that. So on balance the investigator considered it was likely Ms H didn't receive the full amount. So he thought Santander should refund the missing £200, with interest from the date of the transaction.

Santander didn't accept this. It said that all its evidence confirmed that the relevant checks had taken place. It acknowledged that CCTV was no longer available, but this had been reviewed at the time. The branch had provided evidence confirming the branch had balanced. So Santander asked for an ombudsman decision.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

It's unfortunate that the CCTV evidence was deleted after 24 days, despite the fact that Ms H had raised her dispute well within that timescale. It means that the only evidence I have is what both sides have said, rather than any independent factual evidence.

However, it often happens that I don't have all the evidence I'd like. When that occurs, I take my decision on what I consider is more likely than not to have happened, taking into account all the circumstances of the case.

There are some small inconsistencies in both sides' evidence:

- In Ms H's complaint to Santander, she said she didn't remember the cashier counting out the notes. But in her son's complaint form to this service, he said the cashier did count the money but she hadn't paid attention;
- Santander's evidence from the branch said it had checked and the cashier balanced on 30 September. But Santander also told us the cashier hadn't balanced that day because she wasn't required to balance daily.

I think both of these small inconsistencies can be explained by confusion. I've borne in mind that in both cases, different people are involved in the conflicting evidence. So I don't consider they are relevant to my decision.

I've looked carefully at Ms H's account of events. She said she went straight home from the branch in a relative's car, so the missing £200 couldn't have been lost or stolen on the journey. And in any case, the whole amount handed over was together in an envelope, so it's unlikely any third party could have accessed just £200 of a larger sum.

Ms H's son promptly produced the invoice when it was requested, showing that Ms H did indeed have a new boiler on 4 October. This backs up the reason for the withdrawal and the date, meaning that Ms H wouldn't have a reason to open the sealed envelope until that day. She reported the problem straightaway.

Ms H's son promptly provided evidence of his own £550 withdrawals prior to the new boiler, which bears out his statement that he provided £475 towards his mother's new boiler. And Ms H did withdraw a further £200 on 4 October, which adds credence to her statement that she really didn't have the full £1,000 in her possession.

I recognise that Santander said that the branch balanced on 30 September. But whether a particular cashier, or a branch, balances doesn't necessarily prove what happened. Ultimately, I don't know what happened in this particular case, but there are always scenarios that could lead to a branch or till balancing, but a customer being out of pocket. That could be because of a mistake with a bank's systems, or because of a cashier's involvement. So the till or branch balancing is compelling evidence to support Santander's version of events here. But it's not an automatic reason that means that I can conclude it wasn't responsible for Ms H being out of pocket. Instead I have to consider all of the circumstances of a dispute.

Santander also said that, given the location and date of the transaction, there were some new notes introduced at this time which might have stuck together. But I don't think this is the answer to what happened, because the amount in the envelope would have been checked and re-checked when Ms H took the money out to pay the boiler man, and found it wasn't what she was expecting.

This case is indeed finely balanced, but taking all the evidence and circumstances into account, I think it's more likely than not that Ms H wasn't given the full £1,000 which was debited to her account on 30 September 2020. So I order Santander to refund her, together with interest.

### **My final decision**

My final decision is that I uphold this complaint and I order Santander UK Plc to pay Ms H:

- £200 representing the missing money; plus
- Interest at 8% simple on the £200 from 30 September 2020 to the date of payment.
- I also order that if Santander makes a deduction for income tax, it should tell Ms H how much it has taken off, and must provide a tax deduction certificate if she asks for one. This will allow her to reclaim the tax from HMRC if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 21 September 2021.

Belinda Knight  
**Ombudsman**